

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF ALASKA,
DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF FORESTRY
AND
THE ALASKA NATIONAL GUARD (ARNG)**

PART I

PURPOSE

This is a MEMORANDUM OF UNDERSTANDING between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY (DNR-DOF), and the ALASKA NATIONAL GUARD (AKNG), pertaining to aircraft support during public exigency operations.

A. WHEREAS the geographic and climatic conditions in Alaska, coupled with the vast distances with sparse population, often create situations requiring timely procurement of aircraft and pilots in order to preserve life and property during fire fighting operations; and

B. WHEREAS, the DNR-DOF has the responsibility for direction of fire management activities in accordance with DNR-DOF PPM 2170, AS 41.15.010 and aviation management in accordance with DNR-DOF PPM 2170.

C. WHEREAS, the AKNG has the State mission to provide military support to civil authorities for the protection of life and property; and

D. WHEREAS, the AKNG has certain capabilities throughout the State that would be of material benefit and advantage to the total fire fighting effort; and

E. WHEREAS, it is acknowledged that there will, from time to time, be fire fighting activities, within the State of Alaska, when the Department of Natural Resources, Division of Forestry will require the capabilities and assistance of the AKNG.

PART II

The AKNG agrees to the following:

A. AKNG will coordinate with the Alaska Division of Emergency Services to obtain a Declaration of a Disaster Emergency as required.

B. Upon proper request and approval to place required soldiers in a State Active Duty status to assist in fire fighting missions when DNR-DOF certifies all commercial sources have been depleted; and

C. Authorized personnel will take appropriate action when exigencies of the situation preclude the timely issuance of a written request, and immediate and positive action must be taken in order to preserve human life or property without compromising established safety standards. AKNG (through assistance from the Department of Natural Resource, Division of Forestry) will obtain written requests and authorization to validate the mission requirement; and

D. National Guard personnel needed for DNR-DOF initiated fire related activities will be placed on State Active Duty by a verbal commitment of an authorized senior AKNG representative, with the written confirmation at a later time by the Adjutant General or his designee; and

E. Provide equipment and aircraft upon request and approval, executing reimbursement provisions as applicable; and

F. Furnish Pilots-in Command which meet the qualifications of the AKNG; and

G. The senior AKNG representative is responsible for submitting approved billing documentation to the:

Department of Natural Resources
Division of Forestry 3601 C
Street, Suite 1008 Anchorage, AK
99503

PART III

The Department of Natural Resources, Division of Forestry agrees to the following:

A. AKNG will maintain Command and Control over AKNG Federal assets committed to fire management activities covered by this agreement.

B. Expenses incurred by the AKNG for fire related activities will be reimbursed by DNR-DOF upon receipt of pertinent records, including but not limited to;

1. Hourly costs of equipment used on approved missions in accordance with current DOD/National Guard Bureau guidance;

2. Any per diem or commercial travel incurred while AKNG personnel are away from home station; and/or

3. State Active duty pay and allowances; and

C. Fire related special equipment owned by the DNR-DOF will be made available to the AKNG, upon request, for use in fire related operations. Appropriate property accountability documents will be executed as required.

D. Honor the principle of National Guard commanders retaining possession, operational control and final authority over military personnel and equipment during support operations.

E. The AKNG Duty Officer will be notified immediately upon notice of an accident or incident.

F. Furnish a qualified aircraft manager to act as a liaison with each flight crew.

PART IV

The DNR-DOF and AKNG jointly agree to the following:

A. Written authorization will be given under authority of the Adjutant General prior to dispatch of AKNG equipment, except under the circumstances in Part IIC.

B. Contacts for requesting service under this agreement are as follows:

Department of Natural Resources	Alaska National Guard
Division of Forestry	

Dennis C. Ricker (Primary)	Craig Christensen (Primary)
(907) 762-2117	LTC, AR, AK ARNG
	Plans, Operations and
	Military Support Officer
	(907) 428-6205

John W. See (Alternate)	Amy E. Isley (Alternate)
(907) 762-2117	LT, SC, AK ARNG
	(907) 428-6209

C. Their respective field personnel will maintain smooth working relationships and develop such local agreements as deemed necessary to ensure fire fighting efforts are as effective as possible; any such agreements shall be reviewed and approved by each appropriate organizational level, prior to their becoming effective; and

D. No provision of this agreement will stand in the way of prompt and effective action by any agency to relieve emergency situations;

E. Except as otherwise provided in Part IIIB of this agreement, support will be provided on a non-reimbursable basis; reimbursable expenses will be paid through the DNR-DOF fire suppression activity funding; and

F. Claims for personal and property damage will be handled under the Federal Tort Claims Act and each agency's appropriate implementing regulations.

G. Accidents involving AKNG aircraft will be investigated as required by regulation and when requested, with the assistance of DNR-DOF personnel. It will be the responsibility of DNR-DOF to secure the accident/crash site until the investigation teams arrive.

H. Either party may change, amend, or terminate this agreement upon 30 days advance notice thereof, in writing, to the other party; and

I. This agreement will be reviewed annually by both parties; however, a failure by either party to review it will not by itself cause the agreement to be terminated; and

J. Meet prior to April 1st each year to exchange information on AKNG resources which may be available for fire fighting activities. Such information may include types and numbers of rotor-wing and fixed-wing aircraft, fuel trucks, and the reimbursable rates for the use of this equipment.

K. This agreement becomes effective when signed by authorized representatives of the Department of Natural Resources, Division of Forestry, and the Alaska National Guard, and concurred in by a representative of the Chief National Guard Bureau.

DEPARTMENT OF NATURAL RESOURCES:

DATED: 6/8/92

**BY: /s/ Harold C. Heinze
Commissioner
Alaska Dept. of Natural Resources**

ALASKA NATIONAL GUARD:

DATED: 5/28/92

**BY: /s/ Hugh L. Cox III, Major General
The Adjutant General
Alaska National Guard**

CONCUR, FOR THE CHIEF, NATIONAL GUARD BUREAU:

DATED: 6/1/92

**BY: /s/ Russell E. Gillaspie
Col, NGB
USPFO for Alaska DPF**